



-ONE YEAR WORKMANSHIP WARRANTY-

(Automatically Applied to Finished & Fully Paid Staining Projects)

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CONDITIONS:

Top Stainers ("Contractor") is proud to provide a One Year Limited Workmanship Warranty, guaranteeing the quality of workmanship that we provide to our valued customers ("Client").

For a period of twelve (12) months from the completion date of the work performed pursuant to the contract, Top Stainers warrants against peeling, blistering, cracking, flaking due to substandard product and application under ordinary wear (referred herein as a "Warranted Condition").

For this warranty to be valid, Client must (1) pay the full contract price as outlined in Client's original contract; (2) retain an original copy of the contract; (3) retain evidence of payment in full; and (4) make the property accessible to Contractor, Contractor's employees, etc. to perform the repairs.

In addition, a notice of claim under this Warranty must be promptly emailed to the office of Contractor within sixty (60) days after any Warranted Condition has occurred. Contractor email is Connect@TopStainers.com

This notice must contain a description of the claim. If, after inspection, Contractor has determined a Warranted Condition has occurred, Contractor will supply, free of charge, replacement product per specifications and the labor to remedy the claim. The remaining warranty will continue in effect and apply to the re-coat products provided by Contractor upon the terms of this warranty.

This warranty does not cover damages to or failure of the products caused by the following: damage caused by client pets, structural defects, failure or settlement; improper drainage (standing water); fire, explosion, chemicals, fumes or vapors; condensation or moisture in, through or around walls, copings, structure or surrounding area; excessive heat or cold; failure of surface or substrate; contaminates; any work where Contractor did not supply the stain or other materials; any work which was not performed by Contractor; varnished surfaces; bleeding caused by knots, rust, pressure treated wood, pine or cedar; and cracks in wood.

This warranty also does not cover peeling, blistering or chipping caused by the following: abnormal use or misuse; peeling of layers of stain existing prior to the work performed by Contractor; abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gasses; and damage or defects caused in whole or in part by reason of acts of God, flood, extreme weather conditions, vandalism, negligence, or any other similar causes beyond the control of Contractor.

Repairs under this warranty will be performed only on the specific areas where peeling, blistering or chipping or product failure has occurred. Contractor limits the warranty on work performed on fences, decks, and exterior doors due to excessive wear.

This Warranty is not transferable and may not be assigned, and may not be modified unless in writing, signed by and authorized by Contractor and/or representative. This Warranty is not valid when materials are not supplied by or approved by Contractor.

Final payment and receipt of this warranty acknowledges that all work has been completed.

CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY.

Top Stainers Representative Name & Signature: Michael Martinez, Owner

A handwritten signature in black ink, appearing to read "Michael Martinez", written in a cursive style.